

A. G. Contract No. KR930169TRN
ECS File: JPA 93-14
Project: Maintenance Agreement
Section: US-95, B-8

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into 15 December, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

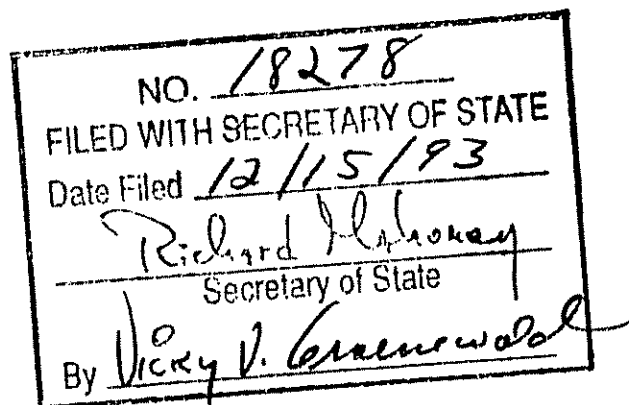
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual benefit of the State and the City
to enter into this agreement to define each party's respective
construction and maintenance responsibilities relating to US-95
and B-8 within the City limits, which form necessary and
convenient links in the State highway system.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The State will be responsible for maintenance and betterments such as:

- a. Betterment or reconstruction of roadway, curbs, medians and traffic channelization.
- b. Bridges and drainage.
- c. Stormwater facilities.
- d. Guardrails and fences.
- e. Transportation permits, such as overweight, overwidth and overheight as prescribed by law.
- f. Resurfacing, resealing, construction and replacement of roadways.
- g. Furnish and provide initial installation of all traffic control signs (except street name and parking signs), and initial lane, crosswalk and parking striping, electrical devices (including but not limited to traffic signals and intersection lighting, which will be governed by separate agreement).
- h. Reimburse the City, no more often than semiannually, for concrete for sidewalks, paint, materials, tape products for crosswalks, right and left turn lanes, etc., beads for striping, powder for fused striping of crosswalks, when such products are deemed appropriate by mutual consent.

2. The City will provide:

- a. Sweeping, cleaning and minor repairs of roadway gutter, medians, sidewalks and storm water catch basins, surfaces. (Minor roadway repairs shall be limited to sealing of cracks and filling of holes). Other minor repairs shall not include base failure, base deflection, creeping, buckling, rutting nor spalling. The City will replace sidewalks when deemed appropriate by mutual consent.
- b. Maintenance of roadway median landscaping including irrigation water; provided, however, that landscape maintenance addressed by separate agreement will be governed by that agreement.

c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval by State permit. Lighting will be installed to State standards and so as not to interfere with any signal or other traffic device. (Maintenance consists of all repairs and replacement of equipment and includes energy costs).

d. Management of right-of-way encroachments according to applicable statutes, issuing encroachment permits and notices of illegal encroachments as authorized or required by law. (Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the State.) Forms of encroachment notices and permits will be furnished by the State.

e. Removal of sand, rock and other debris caused by slides or other unusual causes.

f. Striping and marking after initial installation by the State.

g. Street name signs.

III. MISCELLANEOUS PROVISIONS

1. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. There are no third-party beneficiaries. Neither the City or the State assume any of the duties owed to the public by the other.

2. This agreement shall remain in force and effect for a period of five (5) years, and will be automatically renewed for successive periods of five (5) years. At any time, this agreement may be terminated by either party upon ninety (90) days written notice to the other.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Yuma
City Administrator
180 W. 1st Street
Yuma, AZ 85364

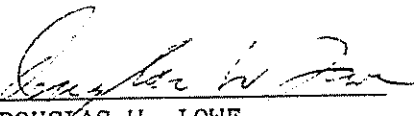
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

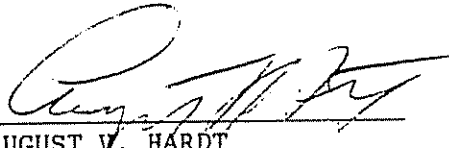
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA


STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS W. LOWE
City Administrator

By 
AUGUST V. HARDT
Deputy State Engineer

ATTEST

By 
City Clerk

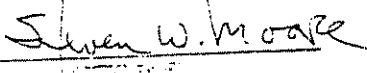
Approved at the City Council Meeting of:

November 3, 1993

City Clerk: 

APPROVED AND FORW:

CITY CLERK'S OFFICE

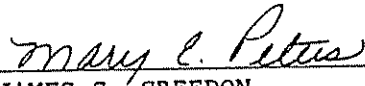

ATTORNEY

11/5/93

RESOLUTION

BE IT RESOLVED on this 28th day of January 1993, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the routine maintenance of B-8 and US-95 within the City limits.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for JAMES S. CREEDON
Acting Director

**REGULAR MEETING MINUTES
CITY COUNCIL
CITY OF YUMA, ARIZONA
NOVEMBER 3, 1993**

CALL TO ORDER

The Yuma City Council convened in regular session on the above date at the hour of 5:00 p.m. in the Council Chambers of the Yuma City Hall.

INVOCATION

The invocation was given by Councilman Young

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilman Steiert.

ROLL CALL

Present: Councilman Rodriguez
Councilman Steiert
Councilman Young
Councilman Stuart
Councilman Everett
Councilman Pinsker
Mayor Tippet

Absent: none

MAYORAL PROCLAMATIONS AND AWARDS

Mayor Tippet proclaimed November 1993, as National Hospice Month and presented a proclamation to Bobbie Stevenson, Vice President of the Hospice Board of Directors.

Mayor Tippet proclaimed November 1993, as National Veterans Remembrance Month and presented a proclamation to Joe Gibbs, Lecturing Knight of the Yuma Chapter of the Benevolent, Protective Order of the Elks.

Margaret Living of Arizona Public Services, presented to the City of Yuma a trophy and ribbon won at the Arizona State Fair. The City of Yuma won fifth place for its booth and first place for the city that contributed the most monetarily to its display. She thanked the City for its support and Mary Jane Chambers, Yuma Civic and Convention Center, for her efforts in helping to make the display a success. The booth will be exhibited at the Chamber of Commerce building until April 1994.

with the Arizona Department of Corrections, and the other two will require first and second readings of ordinances. Tonight First Reading will be given with regard to those ordinances. The Staff Reports spell out the specific points in error. In the case of the IGA, the error is simply the result of an earlier draft being the version that was presented to Council and subsequently approved. It was only partially corrected and now the corrected final version needs to be approved instead of the draft.

**A. MOTION: READOPT INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF
TRANSPORTATION AND THE CITY OF YUMA**

Readopt an IGA between the Arizona Department of Transportation (ADOT) and the City for maintenance responsibilities relating to U.S. 95 and B-8 within the City limits. (City Attorney)

Councilman Steiert moved, seconded by Councilman Young, that Council readopt the Intergovernmental Agreement with ADOT as presented by staff. Upon a roll call vote, the motion passed unanimously 7-0.

B. FIRST READING: ORDINANCE NO. 2637

Amend Ordinance Nos. 2579, 2613, and 2632 to correct certain scrivener's errors contained therein.

Deputy City Clerk Kuchar presented an ordinance entitled:

ORDINANCE NO. 2637

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF YUMA, ARIZONA,
AMENDING ORDINANCE NOS. 2579, 2613,
AND 2632, FOR THE PURPOSE OF
CORRECTING CERTAIN SCRIVENER'S
ERRORS CONTAINED IN SAID ORDINANCES**

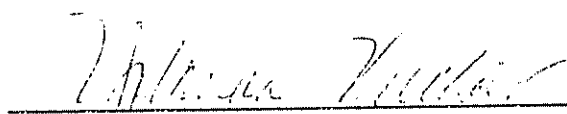
which title was read.

C. FIRST READING: ORDINANCE NO. 2633

Rezoning from Agriculture (AG) to Residence A (Res. A), Transitional (TR), and General Commercial (B-2) for the property located at 40th Street between 4th Avenue and Avenue A, Yuma, Arizona. (Z93-7 and Z93-8 Wade Noble on behalf of Schmidt-Rice-Knight) (Planning and Zoning)

I, Yolanda Kuchar, hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Yuma held on the 3rd day of November, 1993. I further certify that the meeting was duly called and that a quorum was present.

Dated this 18th day of November, 1993

A handwritten signature in cursive script, appearing to read "Yolanda Kuchar", is written over a horizontal line.

Deputy City Clerk

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19th day of December, 1993.

Steven W. Moore

SIEVEN W. MOORE

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0169-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of December, 1993.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8290G